

August 25, 2016

VIA EMAIL AND FEDERAL EXPRESS

Cynthia Lewis
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Office of Environmental Stewardship (SES)
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Jane K. Warren
Partner
T. 860-275-6781
F. 860-724-3397
jwarren@mccarter.com

Re: 725 Bank Street, Waterbury, CT

Dear Ms. Lewis:

I am counsel to Atlantic Richfield Company ("Atlantic Richfield") which received EPA's Notice of Potential Liability and Invitation to Perform or Finance Proposed Cleanup Activities for the Ansonia Copper & Brass Site in Waterbury, CT (the "Site") dated July 12, 2016 (the "Notice"). Atlantic Richfield received an extension of time by which to respond to the Notice, until August 25, 2016, from Stacy Greendlinger, EC.

In reviewing the materials provided by EPA, as well as recent developments at the Site, it is clear that the imminent hazard has been created by the operations of others, long after Atlantic Richfield sold the Site as an operating concern, including an effort to 'recycle' building materials that essentially involved stripping the facility of anything of potential value without regard to any environmental or other considerations. A brief history of the Site is provided here to demonstrate that Atlantic Richfield has no responsibility for the imminent hazard which is the subject of EPA's Notice. A more complete history can be found at page 1 of the Removal Program Preliminary Assessment/Site Investigation Report ("PA/SI") dated May 2016 prepared by Weston Solutions, Inc.

Atlantic Richfield merged with The Ansonia Company in 1977, which had occupied the Site since 1922. In December 1985, Atlantic Richfield sold the Site to the American Brass Company and agreed to indemnify American Brass for releases of hazardous materials that occurred on or before the closing date. American Brass then sold the Site to Ansonia Copper & Brass, Inc. ("ACB") in February 1986. ACB, which was owned and/or operated by Raymond McGee, operated at the Site for more than two decades. In 2009, ACB leased the southern portion of the Site to Waterbury Generation. In 2012, Waterbury Land Partners LLC acquired the southern parcel and Ansonia Specialty Metals, LLC purchased the northern parcel. Ansonia Specialty Metals ("ASM") was also owned and/or operated by Raymond McGee, as CEO. In April 2015, ASM sold the northern parcel to 725 Bank Street Development, Inc. ("Bank Street"). John Ziggas is the owner of Bank Street. Jeff Wendel is the President and Secretary. In the attached email to Atlantic Richfield, dated April 27, 2015, on which Todd Clifford was copied, Atlantic Richfield was informed that an "entity organized by Mr. Clifford is the new owner of

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the property" (attached hereto as Exhibit A). John Ziggas is also the sole shareholder of TD Development, Inc. Todd Clifford is the organizer/member of TD Development, LLC ("TD"). Todd Clifford was also Principal of 725 Bank Holdings, Inc. which dissolved April 4, 2016.

Prior to the property's most recent sale in April 2015, both ASM and Bank Street requested that Atlantic Richfield confirm that its indemnity extended to future purchasers. Several discussions were had, and many emails and letters were exchanged which reiterated Atlantic Richfield's position that its indemnity did not extend to future purchasers who would, accordingly, buy "at risk." Nonetheless, Atlantic Richfield repeatedly offered to negotiate an agreement to conduct an investigation and feasibility study of the Site. Those offers were never accepted. Atlantic Richfield's willingness to negotiate investigation and potential remediation of the Site was consistent with its obligations under the Connecticut Transfer Act. Its obligations do not include post-closing releases or any responsibility for hazardous building materials or demolition. Copies of Atlantic Richfield's letter to ASM, dated January 16, 2015, and its letter to John Ziggas, Todd Clifford and Bank Street, dated May 8, 2015, are attached hereto as Exhibits B and C. Despite Atlantic Richfield's denials of its continued indemnity obligations, on June 4, 2015 Bank Street purported to assign the indemnity to Enso Steel International, LLC to entice Enso to demolish the buildings and remediate the Site. See Exhibit D. The history of the sales of the Site, and the related correspondence regarding the termination of Atlantic Richfield's thirty (30) year old indemnity, demonstrate that Bank Street had full knowledge of the Site's environmental condition and Atlantic Richfield's refutation of any contractual liability to Bank Street before its purchase. The attached email (Exhibit E) from Todd Clifford to the undersigned dated January 30, 2015 indicates that he/Bank Street had knowledge of the PCBs in the oil in the pits and the poor condition of the building before they acquired the Site. Despite this knowledge, he took no steps to secure the building to avert an imminent hazard.

As you are aware, EPA conducted a PA/SI in April 2016. During the Site visit, EPA confirmed CTDEEP's report that wastes at the Site consisted of several hundred containers/drums/tanks/open pits and troughs containing oil, piles of pipe insulation and oil sludge where equipment had been removed. Sheens were detected both on Site and in the Naugatuck River. Lab analysis confirmed that oils contained high levels of PCBs and lead. Accordingly, EPA determined that the Site posed an adverse health risk to nearby residents. Holes in the roof and building structural issues allowed precipitation events to cause possible discharges to the Naugatuck River.

The PA/SI makes it clear that neither ACB, nor any of the subsequent property owners, made any effort to properly manage hazardous materials/wastes or conduct any upkeep of the facility. Atlantic Richfield, which had vacated the Site 30 years prior, bears no responsibility for the myriad of issues created by decades of use with utter neglect of the facilities and indifference to the potential impact to the environment. The pictures provided in the PA/SI show not remnants of long

abandoned operations, but the recent cessation of site activities. Imminent hazards at the Site recently discovered by EPA/DEEP simply cannot be attributed to a company that has had no access to the Site for 30 years, during which time it appears that subsequent owners have put profit far ahead of any consideration of responsible operation or environmental harm.

Further, Atlantic Richfield is not responsible for the contamination recently detected in Site soils. Importantly, when Atlantic Richfield sold the facility, Fuss & O'Neill sampled the Site and no PCBs were detected in any of the 68 soil samples sent to the laboratory for analysis. Similarly, 20 wells were sampled for PCBs and were all non-detect.¹ DEEP approved Fuss & O'Neill's Groundwater Monitor Plan on June 3, 1987 (attached as Exhibit F). Atlantic Richfield complied with all relevant requirements at the time of the sale. Fuss & O'Neill's Summary Report submitted on October 19, 1998 detected metals, total hydrocarbons and trichlorethylene intermittently above drinking water standards, but concluded that the levels of contamination detected posed "no threat to human health or the environment" (attached as Exhibit G).

As previously indicated, Todd Clifford's email of January 30, 2015 clearly illustrates that Bank Street purchased the Site with full knowledge of its environmental condition, and with an expectation that the company with "deep pockets" would be made to pay for the poor manufacturing and upkeep of the subsequent owners. Mr. Clifford cannot be allowed to reap a windfall at another party's expense, a pattern which he has repeated at locations across the country. Attached are two articles (Exhibit H) which highlight his illicit business practices and complete disregard for the environment in both Connecticut and New York. TD and Todd Clifford are involved in two active lawsuits in Connecticut concerning an abandoned manufacturing property in Moosup, Connecticut purchased by TD in September 2014. A copy of the Verified Complaint, Wood and Bricks, LLC v. TD Development, LLC et al. (USDC Case No. 3:16-CV-00123) is attached hereto as Exhibit I. TD hired two different scrap recyclers to salvage product from the buildings prior to their demolition - one in October 2014, and the next in June 2015. TD was obligated by the Demolition Management & Salvage Purchase Agreements that it entered into with both recyclers to properly remove the asbestos before the recyclers began removing salvage material. The first entity, B&B Recycling, LLC, paid \$500,000 to TD for salvage rights. The second company, Wood and Bricks, LLC, agreed to pay \$367,000. In both cases, TD failed to remove the asbestos and then accused the recyclers of improper asbestos handling and threw them off the job. With respect to Wood and Bricks' termination, TD threatened to arrest the companies' workers. See Exhibit J. Wood and Bricks' Motion for Temporary Restraining Order is still pending with the court (see attached Exhibit K). This Motion was filed in an attempt to prevent TD from selling the scrap that Wood and Brick had already stockpiled. The pattern is clear – TD purchases abandoned factories for little or no money, collects large sums of money from recyclers for the rights to the salvage, and then throws the recyclers off the job allowing TD to keep

¹ Fuss & O'Neill Status Report – Environmental Assessment, dated May 5, 1986; Fuss & O'Neill Environmental Assessment, dated October 1986.

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both their money and the material, while also disregarding the regulatory and other requirements intended to protect the environment. Atlantic Richfield should not be required to pay for TD's egregious acts. TD is the individual/entity, along with ACB/ASM, which occupied the Site for nearly 30 years after Atlantic Richfield vacated the property, which should be held accountable for the removal action and remediation now required.

In accordance with your request, Atlantic Richfield has reached out to all other PRPs to discuss whether a cooperative response to the Notice can be reached. Copies of these letters are attached as Exhibit L. We received a response on August 23rd from Attorney Michael Hecker who received a copy of the letter I sent to American Brass Company, L.P. He stated that his client bought assets from American Brass Company several years after the "Ansonia" site was divested (presumably, he intended to refer to the Waterbury site). He further stated that Buffalo Brass was a General Partner of American Brass Company, L.P. Both companies were dissolved in the early nineties. I also received a phone call on August 24th from Jeff Wendel who was calling on behalf of John Ziggas. Jeff Wendel noted that John Ziggas is trying to sell the company and that they believe they have no liability for the current conditions.

We trust that with this fuller understanding of the history of this Site, EPA will pursue ACB, ASM and Bank Street/TD for the costs of the required removal action and remediation of the Site. Atlantic Richfield should be eliminated from any consideration for responsibility for costs related to the imminent hazard. Atlantic Richfield will continue to work with CTDEEP regarding any potential responsibility for historic soil or groundwater contamination.

Please contact me should you have any questions with respect to the foregoing, and update me with additional information EPA has received on this issue. Atlantic Richfield would be happy to respond to any additional questions you may have, and to meet in person to discuss this further if warranted.

Very truly yours,



Jane K. Warren

JKW/kam

cc: Stacy Greendlinger, EC – EPA
Mark P. DeCaprio, MPH, RS – CTDEEP
Rebecca L. Raftery, Esq.
Stephen P. Gonzalski, Liability Business Manager

EXHIBIT A

From: Ryan Satterfield [<mailto:rsatterfield@bwcapitalpartners.com>]
Sent: Monday, April 27, 2015 1:45 PM
To: Christie, Kyle A.
Cc: Todd Clifford
Subject: Ansonia Specialty Metals - Transfer of the Bank Street Property in Waterbury, CT - Notice to ARCO

Kyle,

Ansonia Specialty Metals, LLC has sold the Bank Street property in Waterbury, CT. Per the indemnity, ARCO has 10 days to provide confirmation of its obligations under the indemnity to the new owner. Attached is the signed letter requesting the confirmation along with the necessary exhibits. We have also sent the letter and exhibits to you via Fedex for delivery tomorrow.

I have copied Todd Clifford on this note. An entity organized by Mr. Clifford is the new owner of the property.

Thanks, Ryan

Ryan W. Satterfield
Partner
BW Capital Partners
900 N. Michigan Ave., Suite 1600
Chicago, IL 60611
Office – 312-648-6805
Cell – 312-543-6228
rsatterfield@bwcapitalpartners.com
www.bwcapitalpartners.com

BW | CAPITAL
PARTNERS

EXHIBIT B

Atlantic Richfield Company

Kyle Christie
Lifecycle Strategy Manager

4 Centerpointe Dr., LPR 4-449
La Palma, CA 90623-1066
Phone: 714-670-5303
Fax: 714-670-5195
E-mail: kyle.christie@bp.com

January 16, 2015

Mr. Ryan Satterfield
Ansonia Specialty Metals, LLC.
c/o BW Capital Partners
900 N. Michigan Ave., Suite 1600
Chicago, IL 60611

Re: 725 Bank Street, Waterbury, Connecticut

Dear Mr. Satterfield:

This letter is in response to your letter to me, dated January 7, 2015, in which you requested confirmation from Atlantic Richfield Company ("ARC") of the indemnity provisions under the document entitled "Atlantic Richfield Company Indemnity – Ansonia and Waterbury, dated November 1985, as amended by the Settlement Agreement and Release between ARC and Ansonia Copper & Brass, Inc. ("AC&B"), dated August 1, 2008, (the "Indemnity") relating to certain portions of land and improvements located at 725 Bank Street, Waterbury, CT.

The terms of the Indemnity have been disputed for many years between ARC and AC&B. AC&B has represented that Ansonia Specialty Metals, LLC ("ASM") was a related entity to AC&B and had the same CEO/President. Thus, the dispute regarding these obligations is also known to ASM.

Given the foregoing, ARC will not provide the confirmation that you have requested. As we have discussed, ARC is interested in discussing an agreement that would govern the sub-surface investigation and the preparation of a feasibility study for the portion of the 725 Bank Street property that you wish to sell.

For Atlantic Richfield Company



Kyle Christie
LCM Strategy Manager

cc: Jane K. Warren



EXHIBIT C

Atlantic Richfield Company

Kyle Christie
Lifecycle Strategy Manager

4 Centerpointe Dr., LPR 4-449
La Palma, CA 90623-1066
Phone: 714-670-5303
Fax: 714-670-5195
E-mail: kyle.christie@bp.com

May 8, 2015

Mr. John Ziggas III
Mr. Todd Clifford
725 Bank Street Development Inc.

Mr. Ryan Satterfield
Ansonia Specialty Metals, LLC.
c/o BW Capital Partners
900 N. Michigan Ave., Suite 1600
Chicago, IL 60611

Re: 725 Bank Street, Waterbury, Connecticut

Mr. Ziggas:
Mr. Clifford:
Mr. Satterfield:

Mr. Satterfield of Ansonia Specialty Metals LLC, in his letter dated April 27, 2015, requested that Atlantic Richfield Company ("ARC") issue a letter affirming the indemnity provisions under the document entitled "Atlantic Richfield Company Indemnity – Ansonia and Waterbury, dated November 1985, as amended by the Settlement Agreement and Release between ARC and Ansonia Copper & Brass, Inc. ("AC&B"), dated August 1, 2008, (the "Indemnity") relating to certain portions of land and improvements located at 725 Bank Street, Waterbury, CT.

The terms of the Indemnity have been disputed for many years between ARC and AC&B. AC&B has represented that Ansonia Specialty Metals, LLC ("ASM") was a related entity to AC&B and had the same CEO/President. Thus, the dispute regarding these obligations was also known to ASM. Both Mr. Satterfield and Mr. Clifford were advised that ARC would not affirm any indemnity provision prior to the purchase of the referenced property by 725 Bank Street Development Inc.

Given the foregoing, ARC will not provide the affirmation that Mr. Satterfield has requested.

For Atlantic Richfield Company


Kyle Christie
LCM Strategy Manager

cc: Jane K. Warren



EXHIBIT D

725 BANK STREET DEVELOPMENT, INC.

Assignment

This Assignment ("Assignment") made as of the 4th day of June, 2015, by and between 725 Bank Street Development, Inc. ("assignor") and Enso Steel International, LLC ("Assignee).

Witnesseth

Whereas, the Assignee is the owner of the certain parcel of real property approximately four (4) acres in size known as and located at 725 Bank Street, Waterbury, Connecticut (the "property"); and

Whereas, in or about November, 1985, the Atlantic Richfield Company ("ARCO") executed an environmental indemnification agreement regarding the property entitled "Atlantic Richfield Company Indemnity –Ansonia and Waterbury" which was later modified by a settlement Agreement and Release dated August 1, 2008, by and between ARCO and Ansonia Copper and Brass (collectively "ARCO Indemnity"), a copy of which is attached hereto as **EXHIBIT A**.

Whereas, in or about April, 2015, Ansonia Copper and Brass executed an assignment of the "ARCO Indemnity" with 725 Bank Street Development, Inc. in which all benefits that the ARCO Indemnity may confer upon successors, transferees and assigns of the property as specifically set forth therein;

Whereas, in or about June, 2015, 725 Bank Street Development Inc. has assigned the "ARCO Indemnity" to Enso Steel International, LLC. In which all benefits of the "ARCO Indemnity" may transfer to Enso Steel International, LLC for the purpose of Enso Steel International, LLC to complete the demolition and remediation of the property know and located at 725 Bank Street, Waterbury, Connecticut.

725 BANK STREET DEVELOPMENT, INC.

In Witness Whereof, the parties have executed this Assignment and Assumption agreement this 4th day of June, 2015

Assignor

725 Bank Street Development, Inc.



John Ziggas III, Owner

Assignee

Enso Steel International, LLC

Robert Hunt, President

EXHIBIT E

From: Todd Clifford [<mailto:toddwclifford@gmail.com>]
Sent: Friday, January 30, 2015 5:43 PM
To: Warren, Jane
Subject: Re: Bank Street/Waterbury

Thanks Jane,

The FMV on the land is maybe \$250,000 if it is "clean". Expecting a developer to pay 50% for enviro studies and cleanup costs that could reach multiple seven figures for a 250k piece of property defies logic. A developer doesn't care whose at fault, they will only pay FMV. There is currently close to 275k of debt owed to the city that transfers with the land.

I pursued this project after reading the broad ARCO/BP indemnification. In my professional opinion it was clear to me ARCO/BP was the responsible party. As part of our due diligence we requested it to be clear the indemnity would transfer to my company as the new owner. I have to admit, I did not anticipate BP's denial of certain liabilities based on the contents of the indemnity letter.

I believe the city will begin the foreclosure process on the property within the next year. They will come after someone for the cleanup and the only co-defendent with money is ARCO/BP. Fighting it at that point will be expensive in legal fees and will generate bad publicity.

I am not a lawyer, but if it makes it past summary judgement, I think the odds are very high that a jury will rule in favor of the city. As a co-defendent ARCO/BP will most likely have to pay for a government managed cleanup.

There is also a potential for punitive damages and fines if the PCB's currently in the press pits leach out and make it to the river due to the poor condition of the abandoned building's roof. The PCB's are certainly ARCO/BP's liability.

Typically when closing these type of transactions in the past, my experience is that management has had the following objectives:

1. put a box around the liability
2. establish a firm fixed cost to remediate
3. spread the costs out over multiple years
4. find someone to partner with who can ensure objectives 1-3

I should not have assumed BP would be interested in this type of approach. It will be interesting to see how this site gets remediated in the end.

Todd

EXHIBIT F

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



APPROVAL

June 3, 1987

RECEIVED
JUN 8 1987

Atlantic Richfield Company AP4 521
515 South Flower Street
Los Angeles, CA 90071
Attn: Ms. Joan DiNal

RE: Groundwater Monitoring Plan,
Former ARCO Metals Facility,
Waterbury, Connecticut

Dear Ms. DiNal:

The above referenced plan, dated March, 1987 that was prepared by Fuss & O'Neill, Inc. for Atlantic Richfield and submitted in accordance with Public Act 85-568 for the property located on Bank Street in Waterbury, Connecticut, has been reviewed by the Department of Environmental Protection. This report meets the requirement of Department of Environmental Protection Hazardous Materials Management Unit with the following exceptions:

1. One full year of quarterly monitoring will be performed.
2. Monitoring of halogenated organics will be performed in each quarter.
3. All quarterly analytical data, including blank tests, will be reported within six weeks of the field monitoring. A final report will also be compiled as specified in the Groundwater Monitoring Plan.

This report is hereby conditionally approved, subject to the above changes.

This approval is only for the above referenced plan and is not an approval or certification that all discharge, spillage, uncontrolled loss, seepage or filtration of hazardous waste has been mitigated.

This approval does not relieve the facility of the obligation to obtain any other authorization as may be required by other provisions of the Connecticut General Statutes, or regulations of Connecticut State agencies.

Very Truly Yours,


John W. Anderson
Acting Commissioner

JWA:JG:sm

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

EXHIBIT G



deletion of lead from the above listed metals. Table 1 presents a summary of wells and associated constituents which exceeded drinking water standards based on the four quarters of sampling.

In addition to those metals indicated, hydrocarbon constituents were detected in six monitoring wells at various sampling times. Table 2 is a summary listing the wells, sampling quarters and constituents. As indicated, total hydrocarbons as #2 fuel oil was detected in MW-11W, while trichloroethylene (TCE) was consistently detected about drinking water standards in MW-3W and on one occasion in MW-2WD.

To summarize, four quarters of water quality monitoring conducted at the Waterbury facility have demonstrated ground-water impacts characteristic of areas with long-term urban and industrial development. These data confirm earlier findings and support the contention that because of the long-term historical and current industrial utilization of the site, it's GB ground-water classification and the lack of downgradient ground water or surface water supply use, the levels of contamination detected pose no threat to human health or the environment.

Should you have any questions, please contact me at your convenience.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Robert S. Potterton, Jr.'.

Robert S. Potterton, Jr.
Senior Ground-Water Hydrologist

/rs

Enclosures

cc: Gene Mancini-Arco Joan Di Nal-Arco
 Alan Kosloff-Rome, Case, Kennelly & Klebanoff

85-510/corres.
1019BRSP

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Conn. Factory Demolition Dispute Leads to Lawsuit, Counterclaim

Lawsuit leaves town worried about fate of old factory site

MICHELLE TUCCITTO SULLO, The Connecticut Law Tribune

March 4, 2016

Demolition of an old factory building in the small eastern Connecticut community of Moosup came to a stop recently, the result of a legal battle between the property owner and the company it hired to tear down the buildings. It's a worrisome situation for such local officials as Plainfield First Selectman Paul Sweet. Moosup is a village within the town of Plainfield.

"Right now, about half the facility is down, and half still standing," Sweet said. "There is some debris. It's unpleasant to look at."

Adding to local officials' concern is how a similar legal dispute in Canajoharie, New York, which involved the same property owner, caused a demolition project there to come to a halt.

Plainfield officials would like to see the property redeveloped. While no specific plan is in the works, zoning would allow for a mixed use. Kaman Aerospace Corp. formerly operated a manufacturing facility on the site, but the property has been vacant for years. Kaman sold the South Main Street property in September 2014 to the current owner, TD Development LLC.

TD Development is now embroiled in litigation with a company which demolishes buildings and salvages the materials. What that means for the Moosup property's cleanup and future redevelopment remains to be seen. "I'm not sure what will happen, and I'm not comfortable with the situation," Sweet said. "The bottom line is it has been vacant for years now, and that means the property can attract vandalism, or even worse, have a fire, and we don't want anyone to get hurt."

Wood and Bricks LLC of Wisconsin was the company contracted to tear down the buildings. In late January, it sued TD Development and its managing member, Todd Clifford, both of Ohio, after Wood and Bricks was terminated from the project. The lawsuit is pending in U.S. District Court in Connecticut.

Pullman & Comley attorney Richard Robinson represents Wood and Bricks, which has been demolishing old industrial buildings in exchange for the rights to sell what it salvages for 35 years. "My client's interest is in receiving damages, because it has been deprived of its rights to the salvage," Robinson said.

TD Development entered into a demolition agreement with Wood and Bricks in June 2015. Wood and Bricks agreed to pay \$362,500 for salvage rights, with \$100,000 paid up front and the balance coming from future salvage proceeds. Once the \$362,500 was paid, Wood and Bricks would be entitled to 100 percent of the remaining proceeds, the lawsuit states. Wood and Bricks expected to make a "substantial" amount of money, according to the claim.

Before demolition, asbestos had to be removed. According to the lawsuit, it was up to TD Development to survey and abate the asbestos, then provide Wood and Bricks with certification that abatement was finished. According to the lawsuit, by August, TD Development had abated asbestos in two of the buildings. Wood and Bricks then demolished them. It then sold some of the salvage materials, and made payments to TD Development toward the \$262,500 balance.

Then in October, even though TD Development's abatement contractor had removed asbestos from the remaining buildings, TD Development refused to issue clearances so Wood and Bricks could continue demolition, the lawsuit asserts. "TD's refusal was and is entirely unjustified," the complaint alleges. "It brought the entire project to a halt."

Wood and Bricks claims TD Development breached the agreement by refusing to issue clearances and by issuing a written notice on Jan. 21, 2016, terminating the agreement. The notice ordered Wood and Bricks to leave the property or risk trespassing charges.

The termination notice claimed Wood and Bricks hadn't made agreed-on payments, didn't comply with environmental laws and regulations, and didn't maintain proper insurance coverage. In turn, Wood and Bricks says it made all required payments and complied with all environmental rules. It acknowledges it failed to renew a general liability policy, but when this failure was brought to its attention, it quickly procured a new policy.

Wood and Bricks is seeking to have the court issue a mandatory injunction for TD Development to retract its termination and allow the issuance of clearances so demolition can proceed. It seeks money damages along with injunctive relief.

Wood and Bricks suggests that TD Development's motive for terminating the agreement has little to do with environmental laws and insurance issues. "TD intends to exert control over the salvage product the plaintiff stockpiled on the site, as well as other items the plaintiff was to take down, and sell the salvage on its own," the lawsuit claims.

In a Feb. 16 counterclaim, TD Development asserts Wood and Bricks' claims are barred by its "breaches of the contract."

West Hartford attorney Garrett Flynn, who represents TD Development and Clifford, said: "My clients will resolve the legal issues related to the demolition contractor who worked at the Moosup site in court. We will continue to work with the town and other government agencies to make sure the project proceeds appropriately."

The counterclaim alleges Wood and Bricks breached the agreement by failing to properly pay TD Development. It also claims the company dumped asbestos containing roofing materials in a prohibited location, causing TD Development to incur remediation costs. TD Development also alleges Wood and Bricks damaged parts of the property, including groundwater test wells.

TD Development is seeking a dismissal of the complaint, denial of any claims for injunctive relief, an accounting of all salvage sales and an award of fair and equitable money damages.

The dispute and litigation leaves officials in Plainfield concerned, yet still optimistic the factory will be knocked down. Another company—Westwood Demolition & Salvage of Plainfield—has sought a demolition permit for the Moosup site, said town building official Robert Kerr. It couldn't be immediately determined whether TD Development has hired Westwood Demolition, or what impact the involvement of a third party might have on the litigation.

To some, the Moosup situation seems like history repeating itself. Community leaders in Plainfield have been in contact with officials of the small New York town of Canajoharie, where the Beech Nut baby-food company operated a factory and warehouse for years before moving out of town.

TD Development bought the Beech Nut site, with plans of demolishing all the buildings, but it never came to pass, according to Canajoharie Mayor Francis Avery. He said TD Development hasn't paid taxes in more than three years. "It hasn't been a pleasant experience with TD Development," Avery said. "They made all sorts of promises about demolition, and then nothing happened."

According to Avery, demolition started on a warehouse but came to a halt due to disputes involving the owner, a demolition company and an asbestos abatement company. Now, officials are seeking to take ownership of the property and pursue redevelopment. Ultimately, Avery expects the county will end up picking up the demolition tab. "If I can make a prediction for Plainfield, it is that they won't see TD Development again," Avery said. "The project will come to a dead halt."

Flynn, the Connecticut lawyer, asserted TD Development owned the New York property for barely one year before it sold its interest in 2014 to a "different entity" with a nearly identical name, TD Development Inc. "My clients are not a party to any action concerning that [Beech Nut] facility," Flynn said.

Sweet, the Plainfield first selectman, is well aware of the New York situation. "Once you read about this stuff, and you see a dispute here that is similar to what is in New York, obviously you question and don't have a warm feeling," he said.

It appeared for a short time that the same situation might play out in another Connecticut town. In May 2015, the former Derby Cellular Products factory was purchased by 725 Bank Holdings Inc., which lists as president Todd Clifford, the managing member of TD Development LLC. However, in November, a different firm, Blue Copper Holdings LLC, purchased the facility. •

timesunion

<http://www.timesunion.com/news/article/Abatement-nightmare-at-stripped-Beech-Nut-plant-6253182.php>

'Abatement nightmare' at stripped Beech-Nut plant

Owner guilty of leaving valuable scrap metal and asbestos mess

By Brian Nearing Published 3:14 pm, Saturday, May 9, 2015



IMAGE 1 OF 2

Demolition of the former Beech-Nut plant in Canajoharie, Montgomery County, has been shut down repeatedly amid issues of mishandling of hazardous asbestos. Workers for an out-of-state businessman who claimed he ... more

Canajoharie

Asbestos removal safety rules were ignored when demolition workers for an out-of-state developer ripped out tons of valuable scrap metal last year from the sprawling former Beech-Nut plant in downtown Canajoharie.

Village Code Enforcement Officer **Cliff Dorrough** said he barred demolition workers from the main plant last year, because there were no permits sought for asbestos removal or demolition. Dorrough said he returned a few months later to find tons of valuable scrap metal had been cut out in areas tainted with asbestos.

"We think they were going in at night. They had totally trashed the inside of the plant," Dorrough said. "They had ripped the floor up. Cut out four-inch metal pipes in the ceiling. Taken out large metal walkways. A lot of areas appeared to be disturbed."

Since the **Times Union** began reporting irregularities in demolition and asbestos removal at the 27-acre plant, the state **Labor Department**, which enforces federal asbestos safety rules, has refused repeatedly to talk about the matter or release records related to any violations or enforcement actions.

EPA regulates removal of asbestos, which causes cancer, under the **Asbestos National Emission Standards for Hazardous Air Pollutants**.

More Information

In April, the **U.S. Environmental Protection Agency** said that building owner **Todd Clifford**, a Cincinnati-area businessman, faced hefty fines for not filing required asbestos removal notices. This week, an EPA official declined to comment, saying the agency does not comment on "ongoing or potentially ongoing investigations."

The probes continue as Clifford, who bought the building in December 2013 amid announcements of redevelopment plans, has failed to pay about \$500,000 in local property taxes. He claims he no longer owns the plant, pointing to a December 2014 sale of the property to Cincinnati-area **TD Development Inc**, which shares the identical name as Clifford's **TD Development LLC**, which originally purchased the property.

The supposed new owner of Beech-Nut is based in a residential home located in Batavia, Ohio, about 20 miles from Clifford's home in Mason. The Batavia home is owned by yet another LLC, **Model Home Investments**, whose business address is another residential home in Cincinnati, owned by William and **Mary Caruso**, according to county online real estate records.

Several telephone calls to the Caruso residence seeking comment on the potential ownership of the Beech-Nut property were not returned.

The alleged new owner of Beech-Nut appears to be operating in violation of Ohio law. While Clifford's TD Development LLC, is registered as is required to do business in Ohio, TD Development Inc. is not. Failure to register the corporation is a violation of state law and could draw a fine, said **Joshua Eck**, a spokesman for the **Ohio Department of State**.

Clifford sought bankruptcy protection in 2012 in Ohio, according to records from **U.S. Bankruptcy Court** for the Southern District of Ohio. He faced about \$1.3 million in claims from creditors, who received payments totaling about \$36,700. In the bankruptcy records, an Ohio couple claimed they were defrauded by Clifford after hiring him to build a million-dollar home.

He was paid \$240,000, substituted inferior materials and walked off the job without finishing the work, according to a bankruptcy court filing by the couple, who said they lost about \$400,000. They also alleged that Clifford filed a falsified mechanics lien against their property for more than \$200,000.

"Clifford owns the bloody thing," said Canajoharie Mayor **Francis Avery**, who said he is resigned to Montgomery County seizing the former Beech-Nut plant next year if property taxes are again unpaid. And the off-again, on-again demolition of the property, which has been shut down by the village and state officials at least four times, has been off again since March, when an asbestos removal contractor who hadn't been paid left the job.

Avery said with the valuable scrap metal now stripped out of the four-story plant, there is no value left to help cover what likely will be an \$8 million bill to remove asbestos. "That abatement is going to be a nightmare," he said.

The troubled demolition of the plant is yet another blow to the village, which saw the plant close in 2010, taking good-paying jobs and a big share of the village tax base with it. The state provided tens of millions of dollars in assistance for Beech-Nut to relocate to a new plant in the Montgomery County town of Florida, but no funds were earmarked to deal with the old plant. Beech-Nut later sold it to Clifford for \$200,000.

"So now, we have to deal with it," Avery said.

The plant is honeycombed with underground tunnels and there are "miles of pipe" to be tested for potential asbestos contamination, Avery said. Commercial boilers at the century-old plant are original and "look like something out of the Titanic," the mayor said.

Earlier this year, when the Times Union asked the state Labor Department about asbestos abatement enforcement history on the property, and for reports on the presence of asbestos and how it was removed, a department spokesman could offer no information.

The Times Union submitted a Freedom of Information Law request at the end of January for the records. After initially claiming records would be provided by the end of February, the department's **Record Access Office** said in March that no information could be provided before the end of June because of a backlog of FOIL requests.

A state Labor Department spokesman did not respond to a request for comment for this report. In March, a spokesman said that the agency was "actively involved in finding a resolution to the asbestos issue at the Beech-Nut site.

While the matter is pending with the department and, consistent with agency policy, we cannot comment further at this time."

bnearing@timesunion.com - 518-454-5094 - @Bnearing10

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H E A R S T

EXHIBIT 1

Case 3:16-cv-00123-MPS Document 7 Filed 01/28/16 Page 9 of 41

Return Date: March 8, 2016

WOOD AND BRICKS, LLC

:

SUPERIOR COURT

v.

:

JUDICIAL DISTRICT OF HARTFORD
at HARTFORD

TD DEVELOPMENT, LLC and
TODD CLIFFORD

:

JANUARY 22, 2016

VERIFIED COMPLAINT

FIRST COUNT (Breach of Contract Against TD Development, LLC).

1. The plaintiff Wood and Bricks, LLC ("the Plaintiff" or "Wood") is a Wisconsin limited liability company with its principal office in Neenah, Wisconsin.
2. The defendant TD Development, LLC ("TD") is an Ohio limited liability company with its principal office in Mason, Ohio.
3. The defendant Todd Clifford ("Clifford"), an Ohio resident, is TD's sole member.
4. In September 2014, TD became the owner of property at 100 South Main Street, Moosup, Connecticut ("the Property"). It purchased the Property from Kaman Aerospace Corporation, a subsidiary of Kaman Corporation (collectively "Kaman"). Kaman previously operated a manufacturing facility on the site, but at the time of the sale, the facility had been idle for more than ten years.

5. On June 16, 2015, following this acquisition, TD entered into a Demolition Management & Salvage Agreement ("the Agreement") with the Plaintiff.

6. In the Agreement, the Plaintiff agreed to demolish all the site's fifteen buildings, save for two. Instead of receiving a monetary payment from TD as consideration for this work, the consideration the Plaintiff received was a transfer of TD's "salvage rights" - the right to own and sell to third parties all the material it would take down from the buildings during the demolition.

7. As additional consideration to TD for the transfer of these very valuable salvage rights, the Plaintiff agreed to pay TD a total of \$362,500 - \$100,000 upon execution of the Agreement, which it paid, the balance from the proceeds of salvage sales as they occurred.

8. With respect to this balance, the Agreement provided that as proceeds were generated, the Plaintiff would remit sixty-percent to TD (retaining the balance for itself) until the total cash consideration of \$362,500 was paid. The Plaintiff would then be entitled to a hundred percent of the proceeds.

9. Since 1981, the Plaintiff, by itself or through predecessor entities, has been in the business the Agreement here reflects - the business of demolishing old industrial buildings for their owners in exchange for the rights to own and sell the salvage so generated. The business can be very lucrative. The Plaintiff specifically sought the Agreement in this case, and while it

could not accurately predict the benefit it would gain, it reasonably expected the benefit to be very substantial. The Plaintiff brought a crew of its key employees from outside Connecticut to Connecticut to perform the Agreement, making arrangements to house them here.

10. The buildings to be demolished contained asbestos. Consequently, the Agreement imposed on TD the duty to conduct an asbestos survey and abate the asbestos in each building prior to its demolition. Not only was asbestos abatement required by the pertinent environmental laws, it was necessary to put the Plaintiff in a position to create salvago and salvage proceeds and thus enjoy the benefit of its bargain. The Plaintiff could not demolish a building until it was free of asbestos.

11. Moreover, once a building was abated, TD was obligated to provide the Plaintiff with a "clearance." A "clearance" is a certification by TD's licensed environmental planner that all the abatement in a given building had been abated. The Plaintiff could not demolish a building until the subject clearance was delivered.

12. The Agreement was time limited. The Plaintiff had eighteen months to complete the demolition. Once the Agreement expired, the Plaintiff's rights to the salvage would end as would its ability to benefit from the sale of that salvage.

13. The Plaintiff commenced its work under the Agreement in July 2015. By August 2015, TD had abated the asbestos in two of the buildings the Plaintiff was to demolish (buildings

designated #s 9 and 10), and the Plaintiff had demolished them. The Plaintiff sold some of the salvage materials from these buildings, paying TD the sixty-percent to which it was entitled. Much of the product from these buildings is stockpiled on the site and ready to be sold.

14. In October 2015, even though TD's abatement contractor had abated the asbestos in all the other buildings, TD committed its first breach of the Agreement by refusing to issue (and/or refusing to allow its abatement contractor to issue) clearances so that the Plaintiff could continue the demolition, generating salvage and salvage proceeds and thus enjoy the full benefit of its bargain. This breach has continued to the date of this Complaint.

15. TD's refusal was and is entirely unjustified. It brought the entire project to a halt, prevented the Plaintiff's performance and deprived the Plaintiff of most of the benefit of its bargain— all to the Plaintiff's loss and detriment.

16. On January 21, 2016, TD committed a second breach of the Agreement when it issued to the Plaintiff a written notice terminating the Agreement and directing it "to leave the main property and the office building across the street immediately or risk facing trespass charges." On information and belief, TD intends to exert control over the salvage product the Plaintiff stockpiled on the site, as well as the other items the Plaintiff was to take down, and sell the salvage on its own.

17. The termination is wrongful in every respect.

18. Per TD's termination letter, "the reason for the termination is repeated and continued violations of Sections 2, 6, 8 and 9" of the Agreement.

19. There is, nor can there be, any violations of paragraph 2. Paragraph 2 merely describes the project.

20. There is no violation of paragraph 6. Paragraph 6 is the provision obligating the Plaintiff to pay TD a total of \$362,500 as additional consideration for the transfer of the salvage rights via the \$100,000 payment on execution of the Agreement and payments equal to 60% of the proceeds of salvage sales as they occur. The Plaintiff has made all the payments it was required to make as of the date of TD's termination letter.

21. There is no violation of paragraph 8. This paragraph obligates the Plaintiff to comply with all applicable environmental laws and regulations. The Plaintiff has fully performed this obligation.

22. There is no material violation of paragraph 9. Paragraph 9 requires the Plaintiff to obtain and maintain certain insurance coverages for the duration of the project. The Plaintiff obtained the requisite coverages, and except for a brief period concerning one such coverage, it has maintained these coverages. The Plaintiff failed to renew the general liability policy it

procured to satisfy its obligations under paragraph 9 and when this failure was brought to its attention, it quickly procured a new policy. During the period between policies, there were no claims against the Plaintiff, nor were there any occurrences giving rise to property damage or bodily injury.

23. As a result of TD's breaches, the Plaintiff has been damaged.

24. Certain of the Plaintiff's damages are measurable and can be compensated through a monetary judgment. Much of the loss, however, is admeasurable and cannot adequately be addressed by a monetary judgment.

25. As to this latter aspect of the Plaintiff's loss, the Plaintiff is suffering and, unless TD is ordered by way of a mandatory injunction to retract its purported termination and to specifically perform its obligations by issuing, or allowing its licensed environmental planner to issue, abatement clearances, the Plaintiff will continue to suffer irreparable harm for which it has no adequate remedy at law.

26. That the Agreement is time-limited makes the need for this equitable relief even more immediate.

SECOND COUNT (Tortious Interference With Contract v. Clifford)

1. Paragraphs 1-26 of the First Count are hereby made paragraphs 1-26 of this Second Count.

27. Clifford caused TD to take the wrongful actions detailed above and his actions in doing so were malicious, fraudulent and without justification.

28. As a result of Clifford's tortious interference, the Plaintiff has already been damaged. Nonetheless, Clifford's tortious interference is continuing and unless enjoined, it will continue and cause the Plaintiff irreparable harm for which it has no adequate remedy at law.

WHEREFORE, the Plaintiff seeks the following relief:

1. Money damages for those described losses where the legal remedy is adequate.
2. Injunctive relief (temporary and permanent) for the losses and threatened losses where the legal remedy is inadequate. Specifically,
 - a. An injunction mandating TD to rescind its termination or enjoining TD from treating the Agreement as terminated;
 - b. A mandatory injunction and/or an order of specific performance requiring TD to issue abatement clearances to the Plaintiff when abatement is completed in the buildings on the subject property.
 - c. An injunction prohibiting TD and Clifford from committing any further acts that would prevent the Plaintiff from performing the Agreement and receiving the full benefit of its bargain.

3. Such other and further relief as in law or equity appertains.

The Plaintiff,

By:


Richard C. Robinson
Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103-3702
Juris No. 409177
Telephone 860 424 4300
Facsimile 860 424 4370
rrobinson@pullcom.com
ngentile@pullcom.com
Its Attorneys

Return Date: March 8, 2016

WOOD AND BRICKS, LLC

SUPERIOR COURT

v.

JUDICIAL DISTRICT OF HARTFORD
at HARTFORD

TD DEVELOPMENT, LLC and
TODD CLIFFORD

JANUARY 22, 2016

STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest or property in demand is \$15,000 or more, exclusive of interest and costs.

The Plaintiff,

By: /s/ Richard C. Robinson
Richard C. Robinson
Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103-3702
p: (860) 541-3333
f: (860) 424-4370
rrobinson@pullcom.com
Juris No. 409177
Its Attorneys

VERIFICATION

STATE OF CONNECTICUT)
) ss
COUNTY OF HARTFORD)

I, Arthur Sullivan, declare:

I am the principal of Wood and Bricks, LLC, the plaintiff in the above entitled action. I have read the foregoing verified complaint my company will be serving on TD Development, LLC and its principal, Todd Clifford and know the contents thereof; that the same is true of my own knowledge except as to matters therein stated on information and belief and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of Connecticut that the foregoing is true and correct.

Executed at Hartford, Connecticut on the 22nd day of January, 2016.



Arthur Sullivan

EXHIBIT J

1/28/2016

Case 3:16-cv-00123-MPS Document 13-1 Filed 01/28/16 Page 31 of 35

Gmail - Update

Gmail

Todd Clifford <toddwclifford@gmail.com>

Update

Todd Clifford <toddwclifford@gmail.com>
To: Bud Sullivan <woodandbricks@gmail.com>

Tue, Jan 5, 2016 at 2:34 PM

Bud, you have been in default for over 60 days. You have stolen salvage. Vacate the property immediately. I will be pressing criminal charges.

Todd

Sent from my iPhone

On Jan 5, 2016, at 2:15 PM, Bud Sullivan <woodandbricks@gmail.com> wrote:

The status is that the project continues to be at a standstill until you give me the asbestos clearances

You need to remove the acm from bldg 9-

You need to resolve the fencing issue w the neighbor in the rear abutting your property

You should have a structural engineer evaluate the walls in the rear of building 9 where the neighbors yard is backfilled against the building walls

My customers are continuing to call to purchase the bigger beams

Since I contracted for this project I've been held up longer than I've been able to work waiting for asbestos clearance

Our contract clearly states that I am to manage the project
you're costing me time and money

We've now lost the good weather

At this point, if you don't release the clearances, you'll leave me no other choice than to pursue legal remedy

You are in default of our contract- please cure immediately

On Mon, Jan 4, 2016 at 3:40 PM, Todd Clifford <toddwclifford@gmail.com> wrote:
Bud, can you give me an update on the site and status of steel salvage.

Todd

Sent from my iPhone

EXHIBIT K

Case 3:16-cv-00123-MPS Document 7 Filed 01/28/16 Page 1 of 41

DOCKET NO.: CV-16-5041235-S

WOOD AND BRICKS, LLC

v.

**TD DEVELOPMENT, LLC and
TODD CLIFFORD**

:
:
:

SUPERIOR COURT

**JUDICIAL DISTRICT OF HARTFORD
at HARTFORD**

JANUARY 27, 2016

EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER EX PARTE

In the above-entitled matter, the plaintiff, Wood and Bricks, LLC, states the following:

1. On Friday, January 22, 2015, the plaintiff filed the attached Verified Complaint, Application for Temporary Injunction and Application for Pre-Judgment Remedy with this Court, along with the necessary ancillary papers.
2. As detailed in the Verified Complaint, the plaintiff had a contract with the entity defendant, TD Development, LLC ("TD"), to demolish old industrial buildings on its Moosup, Connecticut site. The consideration the plaintiff received for the demolition work was a transfer by TD of its rights to the salvage — the very valuable materials the plaintiff would remove from the buildings during the demolition and sell to third parties (e.g., lumber, pipe, steel, etc.) for its own account.

3. On January 21, 2016, while the plaintiff was in the midst of performance and with many months left in the contract's term, TD delivered a letter to the plaintiff wrongfully terminating the contract and directing the plaintiff to leave the property or risk trespass charges.

4. As explained in detail in the Verified Complaint, the termination is wrongful. As further explained in the Verified Complaint, unless the termination is negated and the defendants prevented from further acts of interference with the plaintiff's performance, the plaintiff will lose almost all of the benefit of its bargain, the value of which is very substantial but largely admeasurable. In large part then, as the plaintiff alleges in its Verified Complaint, it is suffering irreparable harm for which it has no adequate remedy at law. For this reason, it sought a temporary injunction requiring TD to rescind its termination or alternatively to preclude it from treating the Agreement as terminated. The temporary injunction requested would also enjoin TD from further acts of interference. In addition to the temporary injunction application and in order to obtain security for the damages that were measurable and protect against TD removing the plaintiff's salvage from the property, the plaintiff sought a prejudgment remedy.

5. On Monday, January 25, 2016, the Clerk returned the papers to the plaintiff's counsel with an order to show cause for both applications setting an initial hearing date of February 8, 2016. That same day, plaintiff placed the papers in the hands of a state marshal for service of process on the defendants, each of which is out of state. At the same time, it e-mailed

the papers to the individual defendant, TD's principal, to provide him and TD with actual notice of the action, the applications and the show cause date.

6. Later that day, the police arrived at the project site in Moosup. They told the plaintiff's principal, Arthur Sullivan, that the defendant Clifford had called them to report that the plaintiff and its people had not left the site and that they were, therefore, trespassing on the site. The police further informed Sullivan that Clifford had shared his termination letter with them, and that while they knew that the plaintiff was contesting the termination, they felt they had no choice but to demand that the plaintiff leave the premises or face criminal charges. The plaintiff reluctantly complied with the demand.

7. The risk of loss that led to the plaintiff filing the temporary injunction and prejudgment remedy applications is now imminent. TD is in control of the personal property it sold to the plaintiff. While much of this property remains in buildings not yet demolished, if emergency equitable relief is not provided now, there is nothing to prevent TD from hiring another demolition contractor and dealing with the salvage itself - a flagrant violation of the plaintiff's rights. Moreover, the plaintiff took down a substantial amount of this property and stockpiled it on the site to be sold. Absent emergency equitable relief now, there is nothing to prevent TD from removing that property and selling it itself.

8. Equity must intervene on a temporary ex parte basis to protect the plaintiff from the immediate risk to which it is now exposed and preserve the status quo ante. The plaintiff cannot wait for the two applications to take the course applications of this nature typically take. By then, the unique subject matter of this case – the salvaged property – may well be gone and with it any hope of the plaintiff receiving the benefit of its bargain.

9. Accordingly, the plaintiff moves the court ex parte to issue a temporary restraining order forbidding the defendants to continue demolition (with someone other than it) and forbidding them from removing any salvage, including, but not limited to, the salvage currently stockpiled on the site, the order to last for thirty days or if the court approves, until the parties can be heard on the plaintiff's applications and the court renders its decision thereon.

10. There is a high probability that the plaintiff will succeed on the merits. The affidavit submitted in support of the prejudgment remedy application makes this abundantly clear.

11. The harm the plaintiff will suffer if the temporary restraining order is not granted is exponentially greater than the harm the defendants might theoretically experience if the order is granted. Indeed, the defendants will experience no harm at all if the status quo ante remains in place pending further order of this court.

12. The applicant, by the undersigned counsel, hereby certifies:

(a) that it gave notice to the defendants via an e-mail at 2:00 P.M. this date (January 27, 2016) to the defendant Clifford, TD's principal, that it had electronically filed this Motion on this date (January 27, 2016) and would be presenting it to the Court (Robaina, J.) for action on Thursday, January 28, 2016 at 10 A.M. and attached a copy of this Motion to the e-mail notice;

(b) nonetheless, the exigencies of the situation, as set forth above, are such that the plaintiff should not be required to give notice in any event.

WHEREFORE, the plaintiff respectfully requests the Court to issue the ex parte temporary restraining order it seeks.

"The Plaintiff"

By: /s/ Richard C. Robinson
Richard C. Robinson
Pullman & Comley LLC
90 State House Square
Hartford, CT 06103
p: (860) 541 3333
f: (860) 424 4370
rrobinson@pullcom.com
Juris No. 409177
Its Attorneys

EXHIBIT L

**McCARTER
& ENGLISH**
ATTORNEYS AT LAW

August 15, 2016

VIA FEDERAL EXPRESS

Buffalo Brass Company, Inc.
70 Sayre Street
Buffalo, NY 14207-2225

Jane K. Warren
Partner
T 860-275-6781
F 860 724-3397
jwarren@mccarter.com

Re: 725 Bank Street, Waterbury, CT

Dear Sir or Madam:

I am counsel to Atlantic Richfield Company ("ARC") which recently received EPA's Notice of Potential Liability and Invitation to Perform or Finance Proposed Cleanup Activities for the Ansonia Copper & Brass Site in Waterbury, CT (the "Site"), dated July 12, 2016 (the "Notice").

McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, CT 06103-3495
T 860 275 6700
F 860 724 3397
www.mccarter.com

The Notice indicates that Buffalo Brass Company, Inc. is also a Notice recipient. Accordingly, you are aware that EPA has encouraged the PRPs to communicate about the Site. Please contact me to discuss the Company's position on this matter.

Very truly yours,



Jane K. Warren

BOSTON

JKW/kam

HARTFORD

cc: Rebecca L. Raftery, Esq.
Stephen P. Gonzalski, Liability Business Manager

STAMFORD

NEW YORK

NEWARK

EAST BRUNSWICK

PHILADELPHIA

WILMINGTON

WASHINGTON, DC

August 15, 2016

VIA FEDERAL EXPRESS

Ansonia Copper & Brass, Inc.
Raymond L. McGee
7 Pine Ledge Road
Brant Lake, NY 12815-1744


Re: 725 Bank Street, Waterbury, CT

Dear Mr. McGee:

As you are aware, I am counsel to Atlantic Richfield Company ("ARC") which recently received EPA's Notice of Potential Liability and Invitation to Perform or Finance Proposed Cleanup Activities for the Ansonia Copper & Brass Site in Waterbury, CT (the "Site"), dated July 12, 2016 (the "Notice").

The Notice indicates that Ansonia Copper & Brass, Inc. is also a Notice recipient. Accordingly, you are aware that EPA has encouraged the PRPs to communicate about the Site. Please contact me to discuss the Company's position on this matter.

Very truly yours,


Jane K. Warren

JKW/kam

cc: Rebecca L. Raftery, Esq.
Stephen P. Gonzalski, Liability Business Manager
Nicholas J. Harding, Esq.

Jane K. Warren
Partner
T. 860-275-6781
F. 860-724-3397
jwarren@mccarter.com

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EAST BRUNSWICK

PHILADELPHIA

WILMINGTON

WASHINGTON, DC

August 15, 2016

VIA FEDERAL EXPRESS

725 Bank Street Development Inc.
John J. Ziggas III
6580 Shiloh Road
Goshen, OH 45122-9541

Jane K. Warren
Partner
T 860-275-6781
F 860-724-3397
jwarren@mccarter.com


Re: 725 Bank Street, Waterbury, CT

Dear Mr. Ziggas:

I am counsel to Atlantic Richfield Company ("ARC") which recently received EPA's Notice of Potential Liability and Invitation to Perform or Finance Proposed Cleanup Activities for the Ansonia Copper & Brass Site in Waterbury, CT (the "Site"), dated July 12, 2016 (the "Notice").

The Notice indicates that 725 Bank Street Development Inc. is also a Notice recipient. Accordingly, you are aware that EPA has encouraged the PRPs to communicate about the Site. Please contact me to discuss the Company's position on this matter.

Very truly yours,


Jane K. Warren
JKW/kam

cc: Rebecca L. Raftery, Esq.
Stephen P. Gonzalski, Liability Business Manager

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BOSTON

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WILMINGTON

WASHINGTON, DC



August 15, 2016

VIA FEDERAL EXPRESS

Ansonia Specialty Metals, LLC
William E. Wolf
905 Sunset Road
Winnetka, IL 60093-3621

Re: 725 Bank Street, Waterbury, CT

Dear Mr. Wolf:

I am counsel to Atlantic Richfield Company ("ARC") which recently received EPA's Notice of Potential Liability and Invitation to Perform or Finance Proposed Cleanup Activities for the Ansonia Copper & Brass Site in Waterbury, CT (the "Site"), dated July 12, 2016 (the "Notice").

The Notice indicates that Ansonia Specialty Metals, LLC is also a Notice recipient. Accordingly, you are aware that EPA has encouraged the PRPs to communicate about the Site. Please contact me to discuss the Company's position on this matter.

Very truly yours,

Jane K. Warren

JKW/kam

cc: Rebecca L. Raftery, Esq.
Stephen P. Gonzalski, Liability Business Manager

Jane K. Warren
Partner
T 860-275-6781
F 860-724-3397
jwarren@mccarter.com

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BOSTON

HARTFORD

STAMFORD

NEW YORK

NEWARK

EAST BRUNSWICK

PHILADELPHIA

WILMINGTON

WASHINGTON, DC

August 15, 2016

VIA FEDERAL EXPRESS

American Brass Company, L.P.
The Corporation Trust Co.
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Jane K. Warren
Partner
T 860-275-6781
F 860-724-3397
jwarren@mccarter.com

Re: 725 Bank Street, Waterbury, CT

Dear Sir or Madam:

I am counsel to Atlantic Richfield Company ("ARC") which recently received EPA's Notice of Potential Liability and Invitation to Perform or Finance Proposed Cleanup Activities for the Ansonia Copper & Brass Site in Waterbury, CT (the "Site"), dated July 12, 2016 (the "Notice").

The Notice indicates that American Brass Company, L.P. is also a Notice recipient. Accordingly, you are aware that EPA has encouraged the PRPs to communicate about the Site. Please contact me to discuss the Company's position on this matter.

Very truly yours,



Jane K. Warren

JKW/kam

cc: Rebecca L. Raftery, Esq.
Stephen P. Gonzalski, Liability Business Manager

BOSTON

HARTFORD

STAMFORD

NEW YORK

NEWARK

EAST BRUNSWICK

PHILADELPHIA

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WASHINGTON DC